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EDWARD B. KRINSKY, ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of	:	
	:	
TEAMSTERS LOCAL UNION #579	:	
	:	Case 18
For Final and Binding Arbitration	:	No. 41307 MIA-1349
Involving Law Enforcement Personnel	:	Decision No. 25938-A
in the Employ of	:	
	:	
CITY OF EDGERTON (POLICE DEPARTMENT)	:	
	:	

Appearances:

Roethe, Roethe, Buhrow, Roethe, Pope and Fish, Attorneys at Law, by Mr. Jeffrey T. Roethe, for the City.
 Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, Attorneys at Law, by Ms. Marianne Goldstein Robbins, for the Union.

On April 17, 1989, the undersigned was appointed by the Wisconsin Employment Relations Commission as arbitrator in the above-captioned case, "to issue a final and binding award in the matter pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act." Pursuant to that statute, the arbitrator is obligated to select one of the parties' final offers in its entirety.

A hearing was held on May 18, 1989, at Edgerton, Wisconsin. No transcript of the proceedings was made. At the hearing both parties had the opportunity to present evidence, testimony and arguments. The record was completed on July 5, 1989, with the exchange by the arbitrator of the parties' post-hearing briefs.

Also at the hearing the parties agreed that the final offers sent to the arbitrator by the WERC were incomplete. Each party agreed to let the other amend its final offer by including the omitted documents. The agreed-upon completed final offers are attached to this decision. 1/

1/ The arbitrator makes no judgment concerning the responsibility for the omissions, whether the WERC, the parties, or both. That question has no bearing on the disposition of this case.

In making his decision, the arbitrator is required to weigh the factors spelled out in the statute. There is no issue in this case with regard to several of them: (1) lawful authority of the employer; that part of (c) dealing with the financial ability of the unit of government to meet the costs; and (g) changes in circumstances during the pendency of the arbitration proceedings. Factor (b) deals with "stipulations of the parties." There are some disagreements between the parties about what was or was not agreed to in bargaining. Those issues are considered within the facts and discussion of each issue, below.

The arbitrator will consider the parties' final offers in light of the remaining criteria. These include: that part of (c) dealing with the interests and welfare of the public; (d) comparisons with other employees performing similar services and with other employees generally (1) in public employment in comparable communities and (2) in private employment in comparable communities; (3) the cost of living; (f) overall compensation presently received by the employees; and (h) other factors . . . normally or traditionally taken into consideration . . .

Factor (c): The interests and welfare of the public.

The only evidence put into the record specifically concerning the interests and welfare of the public factor was submitted by the City. It submitted an April 11, 1989 newspaper article from the Janesville Gazette announcing major permanent layoffs at Dorsey Trailers in Edgerton in September 1989. The article cited other major economic cutbacks in Edgerton's private sector economy during the last decade including the shutdown of the Nunn Bush shoe factory, the shutdown of Dana Corporation in 1980 and the failure of Caterpillar Tractor Corporation to operate in that facility after it moved in and then out again.

In its brief the City adds, without supporting documentation, "On its face, the Union's final offer is in total disregard of the ability of the City to support the cost of such a large wage and fringe benefit package in a single year."

The Union's only references to the interest and welfare criterion are in its argument that it is in the City's interest to have bargaining unit employees work an additional half hour each day at straight time, and that the public will benefit from the fact that the creation of a 4th salary step and an improved longevity package will result in better retention of police officers.

Although it appears that the economic condition of the private sector in Edgerton is such that moderation in wage and benefit increases in city government might be in the public's interest and welfare at this time, the arbitrator cannot make a meaningful judgment about this factor based upon the evidence before him. As emphasized further below, the arbitrator has not been presented with adequate cost data by either side to have any confidence about the financial impact of these final offers on the taxpaying public. Therefore, the arbitrator has no clear preference among the final offers in relationship to the interests and welfare criterion.

Factor (d): Comparisons

Factor (d) requires the arbitrator to consider wages, hours and conditions of employment of the bargaining unit in comparison to employees in the public and private sectors doing similar work, as well as employees generally. The parties have provided external comparisons with other public sector police departments, but not with other types of public employees. Within the City of Edgerton data are presented for another bargaining unit and for non-represented employees. For the private sector there are no comparisons presented for employees doing similar work or employees generally.

For purposes of external public sector wage comparisons, the Union has utilized the following municipalities: Cities of: Evansville, Milton and Stoughton; Town of Beloit. The Union does not state its rationale for its choice of comparisons. However, since the City also uses Evansville, Milton and Stoughton, those cities are acceptable to the arbitrator as comparables.

The City's comparisons include the Union's (except that the City does not use Town of Beloit) and the following additional cities: Brodhead, Delavan, Elkhorn, Jefferson, Lake Mills and Whitewater. The Union does not explain why the cities of Brodhead, Delavan, Elkhorn, Jefferson, Lake Mills and Whitewater, selected by the City, should not be used as comparables.

The City's comparison were chosen because, the City argues, all of these comparables are cities of approximately the same size as Edgerton, all are in the same geographical proximity to Edgerton, and all are represented by unions. The arbitrator will use these cities for comparison purposes given the lack of persuasive arguments about why he should not do so.

The City argues against the Union's use of Town of Beloit, arguing that ". . . the Town of Beloit is a community of approximately 15,000 people that surrounds the northern fringes

of the City of Beloit. (It is) . . . subject to a much larger tax base, higher crime rates, and more major urban problems than in Edgerton and (is) not comparable to a small city police department."

The statistics in evidence show the Town of Beloit population to be 8,382 in 1984, comparable in size to the City of Stoughton and smaller than Whitewater, both comparables used by the City. There are no statistics in the record concerning the Town of Beloit's tax rates, crime rates, or urban problems. Geographically it is no further from Edgerton than Brodhead and Delavan, other communities used by the City located to its south. The arbitrator therefore will include Town of Beloit in the comparisons.

In summary, the arbitrator will use for comparison purposes all of the comparable communities suggested by both parties.

The analysis of factor (d) will be made in relationship to each issue, described below:

Wage Issue

The parties are in agreement that there should be a 4% wage increase in 1989, 1990 and 1991. They differ insofar as the Union's final offer inserts a new wage increment for employees in their 4th year of service, while the City continues the 3rd year increment as the highest one.

Analysis of wages is difficult in this case for several reasons. The parties have not agreed about the shift schedules worked in Stoughton, and that information is not in the labor agreement. They also disagree about the method of calculating actual hours worked for purposes of converting salaries to hourly rates. Hourly rates must be determined in order to make meaningful comparisons between the departments, since some wage scales are expressed as annual salaries, some as monthly salaries and some as hourly rates.

The City's wage data are more complete than the Union's insofar as the City supplies an hourly wage figure for each comparable department for each year of service through five years. The arbitrator, in working from the City's data, is not deciding that the City's method of calculation is more correct than the Union's. Rather, since the figures are complete he is using the City's method of calculation. However, having said that, he has had to recalculate several rates which the City appears to have calculated in error. The City's method of

calculation produces lower hourly rates than does the Union's, but used consistently, these rates make meaningful comparisons possible and do not change the outcome of the analysis, in the arbitrator's opinion. 2/

For 1989 the arbitrator has used all of the comparables except Jefferson and Brodhead, since the latest data presented for them are for 1988. The arbitrator has also included the Town of Beloit since its labor agreement expresses wages in hourly rates and thus there is no controversy about the correct figures. Thus, for 1989 the comparisons are with Stoughton, Evansville, Whitewater, Lake Mills, Milton, Elkhorn, Delavan and Town of Beloit.

The arbitrator has constructed the following table, which he believes is accurate. It is based upon the following work schedules, for departments whose labor agreements are not expressed in terms of hourly rates:

Stoughton:	6-2/5-3	Milton:	5-2/5-3
Evansville:	5-2/5-3	Elkhorn:	5-2/5-2/6-3
Whitewater:	5-2/5-3	Delavan:	5-2/5-3
Lake Mills:	6-3/6-3/6-3/6-2		

Using the City's methodology, the arbitrator has calculated the following number of work hours for a patrolman who works the scheduled hours, full-time, for 1989 beginning January 1st.

Stoughton:	2024	Milton:	1960
Evansville:	2082	Elkhorn:	2048
Whitewater:	2021	Delavan:	2021
Lake Mills:	2016		

The following is the schedule of hourly wage rates for patrolmen for 1989, not including longevity or shift premium, derived from the above figures, using the City's methodology:

(see table on Page 6)

2/ The arbitrator has made the following changes in the City's presentation. For Lake Mills, the arbitrator has used the work schedule shown in the labor agreement, not the one used in the City's calculations. The arbitrator believes that the City has miscalculated the annual hours worked in Stoughton, Lake Mills and Elkhorn, and he has corrected them. In Stoughton, Whitewater and Elkhorn the rates are corrected to reflect the fact that in those cities in 1989 there was a wage increase in January, and another in July. Also, the arbitrator has accepted the City's statement of the work schedule in Stoughton. In its brief, the Union believes the Stoughton schedule to be different, but it offers no supporting evidence.

1989	Edgerton (rank)	Stoughton	Evansville	Whitewater	Lake Mills	Milton	Elkhorn	Delavan	Town of Beloit	Median Not Including Edgerton	Edgerton's Relation to Median
Start	C 9.88 (4) U 9.88 (4)	11.50	9.09	10.39	10.23	9.41	9.34	9.56	9.58	9.57	C + \$.21 U + \$.21
1 yr.	C 10.67 (4) U 10.42 (7)	11.80	9.53	11.01	10.71	10.00	10.60	10.59	10.62	10.61	C + \$.06 U - (\$.19)
2 yr.	C 11.15 (7) U 10.99 (7)	12.10	10.01	12.14	12.35	10.73	11.21	11.23	11.84	11.54	C - (\$.39) U - (\$.55)
3 yr.	C 11.60 (8) U 11.60 (8)	12.10	10.51	12.14	12.35	12.30	12.03	11.86	12.62	12.12	C - (\$.52) U - (\$.52)
4 yr.	C 11.60 (8) U 12.24 (4)	12.10	11.05	12.14	12.35	12.30	12.03	11.86	13.32	12.12	C - (\$.52) U + \$.12
5 yr.	C 11.60 (8) U 12.24 (4)	12.10	11.60	12.14	12.35	12.64	12.10	11.86	13.32	12.12	C - (\$.52) U + \$.12

C = City
U = Union

For 1989, if one looks at the relationship of the parties' offers to the median wages paid in comparable police departments, the offers are identical at the start rate and at the 3 year rate. The City's offer is closer to the median at the 1st and 2nd year rates, and the Union's offer is much closer to the median than is the City's offer at the 4-year and 5-year rate. The differences in the relationship of the offers to the median are much greater at steps 4 and 5 than at the beginning steps, and there is no apparent reason why the City's offer should be so far behind the competition at these higher steps. For this reason the Union's wage offer for 1989 would seem preferable to the City's. However, the Union proposes to add a 4th step increment. Only Evansville, Milton, Elkhorn and Town of Beloit have an increment at or after the 4th year. This would support the City's position that there is no persuasive justification for changing the existing wage structure.

The only historical data in evidence for the comparables shown in the above table are for Edgerton, Stoughton, Evansville, Whitewater and Milton. In the following table, the arbitrator has presented a comparison of the 1988 and 1989 wage rates and the relationship of Edgerton to them.

(see table on Page 8)

	Edgerton	Stoughton	Evansville	Whitewater	Milton	Median Not Including Edgerton	Edgerton's Relation to Median
<u>Start</u>							
1988	9.39 (3)	11.06	8.66	10.06	9.11	9.59	(-20 cents)
1989	City)						
	) 9.88 (3)	11.50	9.09	10.39	9.41	9.90	(-02 cents)
	Union)						
<u>1 year</u>							
1988	10.14 (3)	11.35	9.08	10.66	9.70	10.18	(-04 cents)
1989	City)						City +16 cents
	) 10.67 (3)	11.80	9.53	11.01	10.00	10.51	
	Union) 10.42 (3)						Union (-9 cents)
<u>2 year</u>							
1988	10.59 (3)	11.65	9.53	11.75	10.43	11.04	(-45 cents)
1989	City)						City (-27 cents)
	) 11.15 (3)	12.10	10.01	12.14	10.73	11.42	
	Union) 10.99 (3)						Union (-43 cents)
<u>3 year</u>							
1988	11.02 (4)	11.65	10.01	11.75	12.00	11.70	(-68 cents)
1989	City)						City (-52 cents)
	) 11.60 (4)	12.10	10.51	12.14	12.30	12.12	
	Union) 11.60 (4)						Union (-52 cents)
<u>4 year</u>							
1988	11.02 (4)	11.65	10.51	11.75	12.00	11.70	(-68 cents)
1989	City)						City (-52 cents)
	) 11.60 (4)	12.10	11.05	12.14	12.30	12.12	
	Union) 12.24 (2)						Union +12 cents
<u>5 year</u>							
1988	11.02 (4)	11.65	11.05	11.75	12.34	11.70	(-68 cents)
1989	City)						City (-52 cents)
	) 11.60 (4)	12.10	11.60	12.14	12.64	12.12	
	Union) 12.24 (2)						Union +12 cents

The table shows that the City has retained its 1988 ranking in relationship to these cities in 1989 at all steps. The Union's offer retains its 1988 ranking through the 3-year step, but changes the ranking from fourth place to second place at years 4 and 5. In relationship to the distance from the 1988 median wage, the City's 1989 final offer is closer than is the Union's at years 1 and 2. The parties' offers are identical at start and year 3. Both offers show improvement in 1989 in relationship to the 1988 median at steps 4 and 5 but the Union's improvement is significantly greater.

From this historical perspective, the City's offer is slightly preferable to the Union's because its 1989 offer more closely retains the parties' 1988 relative position to the comparables. There is nothing in the record which persuades the arbitrator that there should be a change in the relative position of Edgerton and the comparison units in 1989 as contrasted to 1988. The Union argues that there is such justification, namely that there has been a problem in the department in retaining employees, but there is no evidence showing that this problem is any more or less severe in Edgerton than in comparable police departments.

Data are presented for four police units for 1990 and one unit for 1991. The City also put into evidence its contract with the CWA representing public works and clerical employees which provides for wage increases of 4% in each year, 1989, 1990 and 1991. Since the parties in the present case do not disagree about the across-the-board wage increases for 1990 and 1991, but only about whether there should be a 4th year increment, there is no need to focus on the limited data in the record for 1990 and 1991.

There was no private sector wage data submitted. At the hearing the City indicated that it would submit the wage schedule for Dorsey Trailers, but it did not do so.

Based on the discussion of wages thus far, the arbitrator does not have a clear preference in favor of one of the final offers. The wage issue will be considered further, below, in the context of the costs of wages and benefits.

There are also issues in dispute over wages for dispatchers and part-time officers.

Dispatcher

The City offers to pay dispatchers a maximum of \$8.56. The Union's offer is \$9.23. The City presents comparison data for Stoughton, Evansville, Whitewater and Delavan. The rates cited

for Evansville and Whitewater do not appear in their respective labor agreements and there is no basis for verifying the figures, as the Union notes. The Stoughton rate is \$11.50 (by the arbitrator's calculation) and the Delavan rate is \$8.28 (by the arbitrator's calculation). This comparison data is not a sufficient basis for making a judgment about which final offer is preferable, and the arbitrator has no preference among the parties' positions on this issue.

Part-Time Wage

There is one part-time officer in the department who has been employed for some fifteen years. The City's offer for 1989 is a maximum rate of \$9.00. The Union's offer of \$10.42 which, it states, is the starting rate for a full-time officer. The City presents data showing the maximum rates for part-time officers in Evansville (7.17), Elkhorn (8.32) and Delavan (8.35). It also gives rates for Stoughton and Milton, but those rates are not in the labor agreements. Based on this minimal data, it would appear that the City's final offer is more in line with the competition than is the Union's offer.

Longevity Issue:

The City's final offer proposes an improved schedule of dollar increases effective January 1, 1989, to be paid only to regular full-time employees.

The Union's final offer, also effective January 1, 1989, and covering only regular full-time employees, begins longevity pay after five years of service. The payments are stated in terms of ". . . % of present hourly wage."

It is undisputed that half of the present full-time work force (4 of 8) has been hired since September 1988, and both parties have proposed improvements in longevity in hopes of retaining employees. There is also no dispute about the fact that in 1980 the Agreement contained a 6% longevity provision. In the 1982 Agreement and thereafter, the parties provided for dollars per year of service, and they specifically grandfathered one senior employee on the 6% arrangement. The basic longevity language has been the same since 1982, but in each succeeding Agreement there has been a change in dollar amounts and years of service.

The parties' present Agreement has a longevity program whereby after four years employees receive \$15 per year of service as longevity payments. The City proposes to retain a

dollar-amount longevity program, although it also proposes to substantially increase the amounts paid, e.g. from \$150 after 10 years service, to \$300 after 10 years service. The Union proposes a longevity program with increases based on percent increases up to a maximum of 6%. The City points out that under the Union's offer, an employee would receive \$720 after 10 years as longevity payment.

With regard to the comparison districts, five have no longevity pay. A sixth (Brodhead) does not have anything called longevity but it provides a 1% payment after 8 years of employment. Three of the comparables (Whitewater, Delavan and Town of Beloit) have percentage longevity programs. Only one of the comparables, Stoughton, has a dollar-longevity program. The amounts proposed by the City are much closer to what is paid by Stoughton than the amounts proposed by the Union.

The comparison data is more supportive of the City's longevity proposal than the Union's. The Union points out that its offer would end a disparity in which one of the officers in the unit gets a 6% longevity increase, while the others receive dollar amounts. This fact highlights an "other factor" (statutory factor (h)) which the arbitrator feels it is relevant to consider. As mentioned above the officer with the percentage increase receives it because the parties agreed in 1982 to grandfather his arrangement, and changed the arrangement to dollars for everyone else. Given this history, the arbitrator believes that if the parties want to change back to percentage longevity increases, they should accomplish the change through bargaining, not through arbitration. This history is further reason for supporting the City's position on this issue.

Health and Welfare Issues:

The existing contract, at Article 17, contains the following introductory paragraph, and Section L:

Effective January 1, 1984, the employers shall provide comprehensive hospital and surgical insurance coverage with dental plan option I for such employee covered by this Agreement, who has been on the payroll for thirty (30) days or more and their dependents paid for by the City of equal benefits to the Janesville Area Health and Welfare Fund Insurance Package. The City shall have the option to pay the single-family rate, or the composite rate. Any change in the insurance carrier will not reduce the benefits.

Section L. If an HMO or Compcare Plan is offered, it will be made available as an alternative to the Hi Option coverage. The dual choice option will be offered once annually subject to continuing availability of the plan.

The City shall bear the cost of the HMO or Compcare, but not to exceed the payment which would be required if the employee and his dependents were enrolled in the Hi Option Plan.

In its final offer, the City proposes to delete existing Section L. It proposes the following introductory paragraph for Article 17:

Effective March 1, 1989, the Employer shall provide a Dental Insurance Plan and Health Insurance Coverage for the Employee and the Employee's dependents. The health insurance coverage shall be made available through the State of Wisconsin Group Health Insurance Program. Any changes in health insurance coverage will not reduce the benefits and must be mutually agreed to by both parties. The Employer shall pay 100% of the lowest cost premium offered and up to 105% of the lowest premium toward any other plan offered through the State Health Insurance Program that may be chosen by the Employee. The health insurance plan shall be administered according to the rules as set forth by the Wisconsin Department of Employee Trust Funds.

From January 1, 1989 through February 28, 1989, the Employer shall provide health insurance coverage for the Employee and the Employee's dependents, through the HMO of Wisconsin Plan.

The Union's final offer for the introductory paragraph of Article 17 and Section L is as follows:

Effective March 1, 1989, the employers shall provide comprehensive hospital and surgical insurance coverage with a Dental Plan for such employee covered by this Agreement who has been on the payroll for thirty (30) days or more and their dependents for benefits of the "Wisconsin Public Employers' Group Health Insurance Program." The Employee shall have the individual choice. However, if the City Employee and their spouse are both employed by the City, the City will only be

obligated to one (1) family premium per month covering both Employees under the same plan. The Employer contribution toward the premium for any eligible employee will be a maximum of 105% of the least costly health care plan within the service area of the employer (service area to be no more than 15 mile radius of Edgerton, Wisconsin). The City shall pay the full cost of the sickness and accident plan the Employees are participating in at this time.

Section L The City shall bear the cost of the health plan in effect for an employee and/or their spouse who retires with twenty (20) years of service with the department, and qualifies for State Retirement Plan benefits, until their date of expiration.

There was testimony concerning the history of the City's health insurance arrangements. Since July 1982, the City has had a health insurance contract with Blue Cross/Blue Shield. The rates and benefits in that contract were negotiated with Blue Cross/Blue Shield by the Teamsters' Janesville Area Health and Welfare Fund Plan (hereinafter JAHW). In August 1986, JAHW changed its benefits package with Blue Cross/Blue Shield, and the City continued its contract with Blue Cross/Blue Shield with the new benefits package. Effective September 1, 1987, JAHW terminated its contract with Blue Cross/Blue Shield, and thereafter JAHW went out of business.

The City then chose to contract with HMO of Wisconsin and the Union agreed to these arrangements. According to Kaiser, there was no lapse in coverage and no decrease in benefits from the prior insurance contract.

In October 1988, the City was notified by the clinic which was providing the service under the HMO contract that effective December 31, 1988, it would no longer be part of HMO of Wisconsin. The City then negotiated a contract with the State Health Insurance Plan and the Union agreed to it.

There are two issues in dispute in the area of health and welfare: payment of sickness and accident premiums, and health insurance premiums for retirees.

The parties are not in disagreement about the health insurance premiums or coverage for the bargaining unit. The City's premium obligation for family insurance is an amount up to \$260.23 per month. The City argues, correctly, that what it pays for health insurance premiums is higher than all but one of the comparable communities for which costs are in the record, and substantially higher than many of the others: (Evansville \$133.89; Whitewater \$204.38; Lake Mills \$221.44; Elkhorn \$98.02;

Delavan \$264.59; Jefferson \$179.61 (1988); Brodhead \$190 (1988)). It is undisputed also, that the health insurance premium improvement given by the City to the bargaining unit is the same as that contained in the City's contract covering its public works and clerical employees.

With respect to the issue of employer-payment of sickness and accident premiums, the City argues correctly that this benefit is paid by a minority of the comparable communities: Lake Mills, Elkhorn, Delavan and Town of Beloit. The City does not pay this benefit for its other employees. The Union cites the premium cost of \$17.66 per month per employee and argues (see below) that the City can easily afford this amount from its health premium savings.

With respect to the issue of employer-payment of health insurance premiums for retirees, the City argues that none of the comparable communities pays this benefit for its retirees, and the City does not pay it to any of its other employees.

The Union argues that there is only one employee in the bargaining unit who is approaching retirement age. If he retires during the term of the Agreement, the Union argues, the premium will be \$247.84 per month and this will be more than made up by the savings to the City in salary which will result from hiring a new, junior employee to replace the retiree.

The City is concerned about the future costs of providing this benefit to its employees. It calculates the cost at approximately \$10,000 per employee per year if the City were to set money aside to cover future retirements. The Union argues that such a calculation is outrageous and doesn't take into consideration accumulated interest. It argues that the present costs will be minimal. The City argues in return that even if its calculations are too high, the Union has not presented calculations about what this benefit will cost. The City cites this uncertainty, and the fact that the Union does not present a concrete plan under which these benefits would be provided as reasons for the arbitrator to support the City's position on this issue.

The Union argues that any costs involved in either the sickness and accident premiums or the employer-paid retiree health insurance benefits would be more than offset by the savings to the City resulting from a change in health insurance arrangements since the last Agreement was negotiated. There was a high option plan which the City provided which was discontinued during the term of that Agreement. The Union argues that if the City were to provide that plan, or its equivalent, to its employees under the new Agreement, the monthly premium would be \$505.35 per month for family coverage. Its source for this figure is a letter from a Labor Consultant employed by Blue Cross

& Blue Shield who responded to a Union inquiry in December 1988. The Union argues that when it agreed that the City could use the State health plan during the current Agreement, the City thereby saved approximately \$13,281 in premiums which now should be shared with the employees of the bargaining unit.

In the arbitrator's opinion, the City was obligated under the prior Agreement to maintain certain health insurance coverage and to pay for it, but the language did not obligate it to maintain any specific level of premium. Therefore, even were it the case that the former insurance would now cost the City \$505.35, if the City could have obtained coverage for less than that while retaining the same benefits nothing in the language would have prevented it from paying a lesser premium, and nothing would have obligated it to share the savings with the bargaining unit. In the present case, the City and the Union agreed upon the new insurance coverage and the premium is perhaps much less than it might have been under a former plan, but this does not obligate the City to share those "savings" with the Union, and the parties did not agree to share the savings with the bargaining unit. The arbitrator is not making a finding that there have been such savings, because the City never paid a premium of anything like \$500 per employee and, given the parties' agreement on a new health insurance program, the arbitrator is not persuaded of the relevance of a hypothetical premium on a no longer existent policy. Whether or not there were such savings, there is no obligation by the City to now add other health related benefits for the bargaining unit, even if they are affordable.

It is the arbitrator's opinion that the City's health and welfare plan is supported by the data more so than is the Union's. Both the internal and external comparables are more supportive of the City's position with respect to both sickness and accident insurance and employer-provided health insurance for retirees. Moreover, the retiree benefit would be unique to Edgerton among the comparison group. New types of benefits should be bargained, not introduced through arbitration, in the arbitrator's opinion.

Hours Issue:

Under the existing Agreement employees work a 5-2/5-3 schedule of 8 hour shifts. They receive overtime for time over 8 hours and for over 40 hours. The work year, exclusive of overtime, totals 1946.66 hours, according to the Union, and 1960 according to the City.

The City's final offer proposes to maintain this schedule. The Union's final offer keeps a 5-2/5-3 schedule but increases

the shifts to 8 1/2 hours with overtime after 8 1/2 and 42 1/2 hours. The work year proposed, exclusive of overtime, totals 2068.33 hours, according to the Union, 2082.5 according to the City.

The Union maintains that during bargaining the parties agreed to the Union's final offer proposal, and the City reneged on its agreement. Union Business Agent Kaiser testified that this agreement was reached at a bargaining session on October 18, 1988. When the Union agreed during that meeting that overtime would not start until after 8 1/2 hours or 42 1/2 hours, the City agreed to the 8 1/2 hour work day. The Union introduced Kaiser's bargaining notes of the October 18th meeting, and they appear to indicate that if the Union agreed to overtime beginning after 8 1/2 or 42 1/2 hours, and if the extra half hour on the schedule were added to the end of the existing shifts, the 8 1/2 hour schedule would be okay; Kaiser's notes state, "we've got a t.a." (tentative agreement). Kaiser testified that at the meeting it was City team member Stockwell who said that the City wanted the added half hour to be at the end of the shift. According to Kaiser, Stockwell agreed to the 8 1/2 hour day but wouldn't sign a stipulation.

The parties had another bargaining session on October 31, 1988. The City made a proposal on fifteen items. Item #6 of the proposal states: "The City will implement a 5/2 5/3 work schedule with an 8 1/2 hour work day (proposed wording attached)." Kaiser's testimony, supported by the notes he made on the City's proposal, is that the Union accepted the 5-2/5-3 schedule with an 8 1/2 hour work day, but it found the City's proposed wording to be unacceptable.

Kaiser testified that although it was a City proposal, and the parties discussed it and agreed to it, City Administrator Zick refused to stipulate to it in writing.

Zick testified that the City never agreed to an 8 1/2 hour day in and of itself. Rather, she maintains, the proposal was part of a package, a "line of bargaining" that the City discussed. The City proposed language covering this contract item, and the Union rejected the language.

On cross-examination Zick acknowledged that the City proposed 8 1/2 hour shifts on October 31st, but it was trying to put together a package. She testified that the Union simply accepted what it wanted, without giving the City something.

Kaiser testified that before October 31st, all of the bargaining was on an individual item basis, not a package basis, with the exception of some items (not hours) proposed as a package by the Union at the October 18th meeting. The City never presented anything as a package until October 31st, he testified, and Zick didn't ever talk about hours in the context of a package.

According to Kaiser, when Zick presented the City's proposal (on fifteen items) on October 31st, she said this is "kind of a group proposal." Kaiser noted what she said on the cover of his copy and asked her what she meant by that. She never responded, he testified.

Stockwell testified that there was specific discussion of the City's proposal of the 8 1/2 hour work day, and adding the half-hour to the end of the shift, but there was never agreement on it per se because it was talked about in the context of an overall agreement. Stockwell told the Union that the language would be okay but only if the parties in fact agreed to an 8 1/2 hour day.

French, another member of the City's bargaining team, testified that the City never agreed to an 8 1/2 hour day except as part of a package deal. He testified that the City's proposal on October 31st was an entire proposal, and the items weren't proposed separately.

On January 6, 1989, Kaiser compiled a document showing the Union's version of stipulated matters. Zick initialed the cover of the document on January 9th. Within the document, at Article 5, only paragraph (C) was initialed by Zick. On (A), (B) and (D) Kaiser had a typed notation that these sections were T.A.'d on October 18, 1988, but the City refused to stipulate.

The City calculates the cost of the extra half hour per day as an additional 6.25% without any benefit to the City. The City also calculates the added costs of FICA, retirement, sick leave, holidays and vacations when the day is one-half hour longer, and concludes that there would be approximately an additional 1% of paid leave time if the Union were to prevail on this issue.

The arbitrator will confine his discussion here to the issue of hours, without considering the added costs of benefits that such a change would produce. Those added costs will be discussed further, below, in the discussion of the total costs of the parties' offers.

The parties presented comparison data for hours. Half of the comparables (Stoughton, Lake Mills, Milton, Elkhorn and Brodhead) have an 8 hour day. The other half are divided between 8.25 hours (Whitewater, Delavan and Jefferson) and 8.5 hours (Evansville and Town of Beloit). Thus, on the question of length of day, more departments work an 8-hour schedule than an 8.5 hour schedule, but the number of departments that work 8 hours and the number which work more than 8 are equal.

If the number of hours worked per year are taken into account, the median of the nine comparables for which hours data are given is 2021 hours a year (given the arbitrator's

calculations using the City's methodology). Only one department besides Edgerton works as few as 1960 hours per year. The additional hours sought by the Union would make Edgerton's rank tied for 1st among the comparable departments. The Union has not presented a persuasive argument about why the existing hours schedule should be changed, much less to one that would have a greater number of hours than the comparables. It argues that the proposed annual hours would be closer to the hours of most full-time employees. In the arbitrator's opinion the most meaningful comparison is with hours worked in other police departments. Moreover, as the City notes, the Union gave up a schedule with longer hours when it bargained the current 5-2/5-3 schedule.

The Union argues that since overtime pay would not start, under its proposal, until after 8 1/2 hours, ". . . the one-half hour extension of the work day provides the City with consistency between shifts and an additional half hour for the completion of investigations, etc. without incurring any overtime obligation." The Union does not present data to demonstrate that there is now a problem of excessive overtime to complete investigations or do other duties.

There is an "other factor" (statutory factor (h)) to consider in evaluating the hours dispute. The arbitrator is persuaded that the Union is correct in arguing that the parties during their negotiations prior to submission of final offers agreed to an 8 1/2 hour day on a 5-2/5-3 schedule, with the extra half-hour put on the end of the shift. For reasons that are not entirely clear, the City pulled away from formalizing a "tentative agreement" on the subject. It is quite clear to the arbitrator from the documents and testimony in the record, that the parties did in fact have an agreement on this issue.

Since the arbitrator finds the Union's final offer on hours to be consistent with the bargaining history, the arbitrator favors the Union's position on this issue, even though it would substantially change the department's rank among the comparables with respect to number of hours worked per year.

Holiday Issue:

The existing Agreement's holiday provisions cover all employees, and provide that Good Friday is a half-day holiday. In its final offer the City has proposed that only full-time employees receive holiday pay, and that Good Friday is a full-day holiday. The Union does not contest either of these changes, since it reached agreement on them with the City during bargaining. The Union's final offer doesn't address holidays, because in the Union's view, there was no disagreement at the time final offers were submitted.

The City's final offer contains the statement, "a holiday is defined as eight (8) hours." The Union disagrees with that. In its view this provision is related to the question of the 8 1/2 hour work day on which, it argues, the City agreed and then reneged.

Kaiser testified that the agreements on full-time employees as eligible for holidays, and on a full-day for Good Friday were reached on October 18th. The City would not sign a stipulation but it did put these changes in the final offer. The Union argues also that the City agreed to the 8 1/2 hour day on October 18th but would not so stipulate.

According to Kaiser, the first time the Union saw the City's language defining a holiday as 8 hours was in March 1989, when the Union received the City's final offer from the WERC. This language was never presented by the City previously in bargaining or mediation. On cross-examination Kaiser acknowledged that at some point in negotiations the City mentioned that holiday pay was 8 hours, but it didn't put this in writing and the Union never agreed to it.

In keeping with the arbitrator's discussion and conclusion about the hours issue, he finds the Union's final offer preferable to the City's. The Union's offer does not limit the holiday definition to 8 hours, and he believes that where possible the day used for various benefits in an Agreement should be of uniform length.

Sick Leave Issue:

The existing Agreement provides for sick leave accumulation at the rate of "one (1) day sick leave for each completed calendar month." The rate is stated as "eight (8) hours for each completed calendar month" in the City's final offer.

The existing Agreement provides for a sick leave credit accumulation limit of "120 days of sick leave credit at any time" and it limits use of sick leave in any calendar year to not ". . . more than 120 days." In the City's final offer both limits are expressed as ". . . nine hundred sixty (960) hours . . ."

The existing Agreement has a provision dealing with record-keeping which is stated in terms of "days." The City's final offer is stated in "hours."

The existing Agreement provides for use of unused sick leave at retirement. The City's final offer limits entitlement to regular full-time employees hired before January 1, 1989. It also states, "For employees hired after January 1, 1989, all accrued sick leave shall be lost upon termination."

The Union's final offer does not contain any changes in the existing sick leave provision because in its view there were no issues in dispute when final offers were submitted.

Kaiser's bargaining notes indicate that the existing sick leave language was tentatively agreed upon on October 5, 1988. The City's October 31st proposal, at item #9, states, "The City proposes to retain existing contract language on sick leave."

At the hearing the City produced its Exhibit #14, a final offer dated December 19, 1988, which contains a provision that employees hired after January 1, 1989, would accrue sick leave to a maximum of 90 days and lose all days at termination. Zick testified that no agreement was reached on that proposal, although it was not withdrawn by the City. Kaiser testified that the Union never saw Exhibit #14 in the form presented at the hearing. When it saw the document, he testified, the sick leave provision had been crossed out and "status quo" had been written on it. Previously, in September 1988, the City had proposed the 90-day limitation in writing, and the Union had rejected it.

Kaiser testified that prior to submission of final offers to the WERC, the last thing he was aware of on sick leave was that the City had agreed to maintain the provisions of the existing agreement. Zick initialed those provisions on January 9, 1989. The Union did not see the City's sick leave language changes until it received them as part of the City's final offer sent by the WERC.

On cross-examination Kaiser acknowledged that at some point in the bargaining the City mentioned its desire to have 8 hours for sick leave, but the City didn't put it in writing and the Union didn't agree to it.

The comparisons introduced by the City show that a majority of the other bargaining units have some provision for paying for unused sick leave at retirement. Those having it are Stoughton (120 days), Whitewater (45), Milton (100), Elkhorn (120) and Delavan (60). Evansville, Lake Mills, Jefferson and Brodhead do not have this benefit.

The City's offer eliminates this existing benefit. Its argument that there is no economic impact on any current employees is not persuasive. What is important, in the arbitrator's opinion, is that the City is here proposing to unilaterally remove a negotiated benefit, and one that is in effect in some form in a majority of the comparison units. This would be a sufficient basis for ruling in favor of the Union on this issue. There is all the more reason to do so because the City did not discuss the elimination of this benefit with the Union prior to submission of final offers.

Vacation Issue:

The existing Agreement covers all employees. The City's final offer on vacations covers only regular full-time employees. The existing Agreement provides for entitlement after one year of "six (6) work days," after two years of "twelve (12) work days" and for each additional year, "one (1) additional work day" of vacation. The City's final offer states this entitlement in terms of "forty-eight (48) hours," "ninety-six (96) hours" and "eight (8) hours" and adds: that this is "up to a maximum of two hundred (200) hours." Further, the City's offer adds:

For regular full-time employees hired prior to January 1, 1989, vacation entitlement will be froze (sic) at the 1988 level if that level already exceeds the two hundred (200) hour maximum and no further vacation hours shall accrue with continuous service. For those regular full-time employees hired prior to January 1, 1989 who have not already exceeded the two hundred hour maximum, vacation entitlement shall become available with continuous service in accordance with above, but not to exceed the maximum.

In Article 10, Section A of the existing Agreement, there is a reference to "includes vacation pay." That reference is deleted in the City's final offer.

In Article 10, Section C of the existing Agreement vacation pay is "on the basis of the contract work week in effect at the time of vacation." The City's final offer changes this language to "based on an eight (8) hour work day."

Article 10, Section D of the existing Agreement is as follows:

Any employee who has qualified for his first vacation with pay and who is laid off or discharged or who resigns shall receive vacation wages pro-rated (1/12th for each month worked) on the basis of the period worked at the time of said interruption or termination of employment.

The City's final offer contains the following language at Article 10, Section D:

Regular full-time employees who terminate employment due to retirement shall be entitled to time off or pay

for any unused vacation, in addition to any pro-rata vacation time earned since their last anniversary date. Pro-rata vacation time is computed at the rate of 1/12th the employee's last vacation entitlement times the number of months worked since their last anniversary date. Employees who terminate employment for any reason other than retirement shall be entitled to only that unused portion of their current year's entitlement and shall not be paid pro-rata vacation time. For the purposes of this paragraph, "retirement" is defined as being immediately eligible to receive benefits under the Wisconsin Retirement Plan.

In the existing Agreement, Article 10, Section F(3) refers to "employees who have earned more than one week of vacation . . ." The City's final offer reads, "Regular full-time employees who are entitled to more than one week of vacation . . ."

In the existing Agreement, Article 10, Section F(9) refers to "All vacations earned . . ." The City's final offer changes the language to "All vacation entitlements . . ."

In the existing Agreement, Article 10, Section F(10) refers to "such vacation pay and earnings due . . ." The City's final offer changes the language to "such vacation pay . . ."

The Union maintains that it agreed to change vacation entitlement to cover only regular full-time employees. It also agreed to the change, described above in Article 10, Section A.

In all other respects, the Union contends, the parties agreed to continue the existing language in effect, and that fact is evidenced by Zick's initials on all of that language on January 9, 1989.

Kaiser testified that the other language changed by the City was never discussed in bargaining or mediation. The Union first saw the language changes when they appeared in a local newspaper story and in the City's final offer sent to the Union by the WERC in March 1989.

Although it did not propose specific contract language, the City's proposals of October 18th and October 31st contain the following: "The City proposes to retain existing contract language on vacation, with the exception that the maximum accumulation of vacation days will be 25 work days." The Union rejected this proposal by the City on both of the above-mentioned dates.

On cross-examination Kaiser acknowledged that at some point in the bargaining the City mentioned having a vacation day be 8 hours, but the City did not put that in writing and the Union never agreed to it.

There are three vacation issues in dispute. The first is the City's proposal to cap vacation at 200 hours. The proposal is made more reasonable by providing that current employees who have more vacation than that are grandfathered at their current level. The comparison data provided by the City shows that all of the comparable units have caps on the amount of vacation to which employees are entitled. The amounts vary, but the City's proposal is more generous than most. It is also the case that there is a cap on vacation in the City's public works unit.

Given the comparisons, both external and internal, and the grandfather provision, ordinarily the City's proposal would have the arbitrator's support. However, the record here is clear that in bargaining the City agreed to continue the existing provisions. Given that history, the arbitrator cannot give his approval to the City's unilateral changes inserted in its final offer without any negotiation about them.

The second vacation issue limits receipt of pro-rata vacation benefits to employees who retire. The current language gives that entitlement to any employee who leaves the department. The City argues:

Currently, an employee must work one entire year to get six days vacation, but if the same employee quits after 18 months of employment, s/he gets 9 days vacation; six days s/he earned for working one complete year and 1/2 his/her entitlement for working six months into the second year of three additional days. The City's proposal would clean up the contract language and eliminate the absurd results that allow an employee who quits to be entitled to take more vacation than an employee who stays employed . . .

There is identical language dealing with proration of vacation in the City's public works labor agreement.

In the arbitrator's opinion, the City has not presented an adequate basis for changing the status quo. It seeks to change this existing negotiated benefit without showing evidence that there is a necessity for making the change. Its only arguments are about what it views as an absurd result, and the fact that the language proposed exists in another City labor agreement. The City has offered no quid pro quo and in fact did not even bring this proposed change to the bargaining table prior to

submission of final offers. Such a change should be bargained, not simply eliminated through arbitration after no discussion at the bargaining table, in the arbitrator's opinion. For these reasons the arbitrator favors the Union's final offer on the vacation proration issue.

The third vacation issue relates to the length of the day for vacation purposes. The City put in its offer language defining the day as 8 hours. While it mentioned this matter at some time during the bargaining, it did not put it into its proposals prior to submission of its final offer. Since the arbitrator has supported the Union's final offer with respect to changing the hours per day to 8 1/2, he favors the Union's position on this issue which is to continue the existing contract language.

This concludes the arbitrator's discussion of the specific issues in dispute. The arbitrator is required to weigh additional factors before deciding which final offers to select.

The arbitrator is required to weight factor (e), the cost of living. What is most important is what change occurred in the cost of living in the year preceding the first year of the parties' new agreement. It is that change, plus what they anticipated might happen thereafter, which they took into account in formulating their final offers.

The figures in evidence show that for "urban wage earners and clerical workers" the index in January 1989, was 4.4% higher than in the year preceding (1988) in the U.S. as a whole, and was 4.0% higher in small metropolitan areas. For "urban consumers," the indices showed the same increases.

The annual wage increases agreed to by the parties are 4% increases, and the costs of the changes in wage structure, longevity, work week, and benefits proposed add additional costs.

The City presents costs for a nine year employee. These costs are excessive, in the arbitrator's opinion, because the median length of service in the department is about three years. The City calculates the increased costs of its wage and benefits offer for 1989 as 4.3% higher than for 1988. Not including the controversial cost calculations for the proposed retiree health insurance issue, the City calculates the increased cost of wages and benefits of the Union's final offer as 18.1% for 1989. If one makes adjustments in the City's figures to reflect a median three years of service, the costs are reduced, but would still be in excess of 10%, and perhaps considerably higher. (The arbitrator was not presented with enough cost data to allow him to make an accurate calculation). It is clear that the increase in cost of the Union's proposal far exceeds the change in the cost of living. Thus, the City's final offer is preferred when

this criterion is considered. The Union notes that the current cost-of-living figures reflect an increasing cost of living. It remains the case, however, that the City's final offer is much closer to the cost-of-living change than is the Union's offer.

The arbitrator is required to consider factor (f), the overall compensation given to these employees. In addition to the items discussed above, the City has presented data showing that its benefit program is as good as or better than those of comparable departments in such things as shift premiums, clothing allowance, educational incentive, dental and life insurance, and number of holidays. There is no indication that the employees of the department are at any competitive disadvantage. Therefore, factor (f) is weighed in favor of the City's final offer. That conclusion is underscored when the cost of the wage and benefit increases of the two offers are considered. The Union has not provided adequate justification for its large cost increases, and neither internal nor external comparisons provide that justification based on the evidence in the record. As discussed above, the principal argument of the Union is that these costs are minimal because of the "savings" realized by the City from the reduced costs of health insurance premiums. The arbitrator is not persuaded that those savings exist, since they are based on what the City might have had to pay if there had not been agreement between the parties on a new insurance program.

The arbitrator is required by statute to select one final offer or the other in its entirety. That decision is difficult in most cases. It is all the more difficult in this case where there is inadequate cost data, where there are significant computational differences, where the Union is asking for a benefit which is not enjoyed by any comparable bargaining units, and where the City is making unilateral changes in the status quo by taking away benefits currently enjoyed without having brought such proposals to the bargaining table prior to submission of final offers to the WERC and where the City is also no longer offering items which were agreed to at the bargaining table. The result is that awarding in favor of either final offer is contrary to good public policy. To some extent then, the arbitrator's decision must be based on his assessment of which final offer is least worst.

The City's offer is clearly preferable with respect to the issues of sickness and accident benefits, health insurance for retirees, longevity, and wage rate for part-time employees. The statutory factors of cost of living and total compensation also favor the City.

The Union's final offer is preferred with respect to the issue of hours per day, and thus also with respect to the definition of the day for holidays, sick leave and vacations. It

is preferred also with regard to the issue of sick leave accumulation, vacation cap and proration of vacation benefits, all benefits currently enjoyed which the City seeks to remove unilaterally. With the exception of the sick leave accumulation issue, the arbitrator's preference for the Union's position on these items is not based on the merits of the issues as much as it is based on the inappropriate strategies used by the City in formulating its final offer.

It is the arbitrator's conclusion that on balance there is less harm done by awarding in favor of the City's final offer. By making that decision the arbitrator avoids imposing: (1) a wage and benefit package whose costs are far in excess of the cost of living and which are not justified adequately in relationship to the comparison agreements; (2) a new benefit (paid health insurance for retirees) of uncertain costs, not enjoyed by any comparable unit; and (3) a modification of a long-standing agreed-upon method of paying longevity which eliminated the arrangement the Union is now seeking to reinstate.

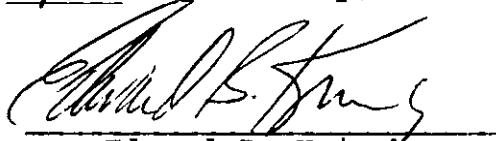
The arbitrator's great reluctance to make this decision is that by so doing he allows the City to make several modifications of the Agreement without having negotiated about them prior to their inclusion in the final offers submitted to and certified by the WERC. Also, this decision allows the City to get out of its tentative agreement reached in bargaining to change the hours schedule. The arbitrator's reluctance is tempered somewhat by the fact that there is no evidence that the Union attempted to raise these issues with the WERC before the final offers were certified and the arbitrator was appointed. Had it done so, the Union might have achieved modification of the City's final offer or a WERC ruling on the appropriateness of the City's action. Also, with respect to these unilateral modifications by the City of existing benefits, it is not clear to the arbitrator that any current employees will be significantly affected by the lost benefits during the term of the Agreement, and the parties can address these issues in subsequent negotiations.

Based upon the above facts and discussion the arbitrator hereby makes the following

AWARD

The City's final offer is selected.

Dated at Madison, Wisconsin, this 19th day of July, 1989.



Edward B. Krinsky
Arbitrator

ALH
EBK

previously submitted
language originally dated
January 9th with relevant
sections now stricken

PROPOSED LANGUAGE AND FINAL OFFER

RECEIVED

by
CITY OF EDGERTON
to

MAR 03 1989

TEAMSTERS LOCAL UNION NO. 579
Representing City of Edgerton Police Department
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

March 2, 1989

ARTICLE 5
WORK WEEK & WAGES

Replace old Sections A, B, D, & G with the following:

Section A. The wage schedule below shall be effective on January 1, 1989. The basic work week shall consist of eight (8) hours. The basic work week shall consist of forty (40) hours computed on a seven (7) days period of five (5) working days and two (2) days off and an eight day period of five (5) working days and three (3) days off. The dispatcher-clerk shall work eight (8) hours per day on a Monday through Friday 5-2 work week. There shall be a one-half (1/2) hour lunch period with pay during each eight (8) hour shift, except the for the dispatcher-clerk who shall not be paid for lunch if the dispatcher-clerk leaves the premises for lunch. If the dispatcher-clerk eats on the job, then she will eat and work without loss of pay.

Section B. The normal work shifts shall be as listed below:

1st Shift	7:00 AM to 3:00 PM
2nd Shift	3:00 PM to 11:00 PM
3rd Shift	11:00 PM to 7:00 AM
4th Shift	7:00 PM to 3:00 AM
5th Shift	11:00 AM to 7:00 PM

Personnel working between the hours of 3:00 PM and 11:00 PM shall receive four (4%) percent above their base salary. Personnel working 11:00 PM to 7:00 AM shall receive five (5%) percent above their base salary. An employee shall be paid the rate of pay applicable to the shift one which he performed the work. The base rate shall be the applicable 1st shift hourly rate.

Section D. Overtime. All employees who work in excess of their normal, regular work week, shall receive one and one-half (1 1/2) times the straight hourly rate for all hours worked, or at the employee's option be allowed to take compensatory time off at the ratio of one (1) hour of overtime for one and one-half (1 1/2) hours of compensatory time. Officers will be paid overtime for mandatory schools, officer's meetings, and court time, if such time is in excess of the normal work day week. Officers attending mandatory schools will be paid a maximum of eight (8) hours per day for attending schools. No travel pay will be paid for travel to and from schools. Meals and lodging will be provided by the City pursuant to the guidelines of the Wisconsin Training and Standards Board.

APPENDIX A

Section G. Wages. Effective January 1 of each year of the contract, there will be a four percent (4%) increase, effective January 1, 1989. Please see attached schedule marked Exhibit A.

The City and the Union agree to reopen the contract and bargain wages for the existing dispatcher should additional dispatcher's positions be created at the Police Department and additional dispatchers are hired.

Overtime will be paid at the rate of one and one-half (1 1/2) times the straight hourly rate as set forth above. There will be no shift differential for dispatchers or clerks.

ARTICLE 6
LONGEVITY

Status quo on Paragraph B. and replace old Paragraph A. with the following:

A. Effective January 1, 1989, the City will pay longevity pay according to the following schedule to regular full-employees completing at least four years of service with the City. The payment will be made at the end of the month of the employee's anniversary of service.

After 4 years of service	\$ 75
After 5 years of service	\$ 100
After 6 years of service	\$ 150
After 7 years of service	\$ 175
After 8 years of service	\$ 200
After 9 years of service	\$ 225
After 10 years of service	\$ 300
After 11 years of service	\$ 330
After 12 years of service	\$ 360
After 13 years of service	\$ 390
After 14 years of service	\$ 450
After 15 years of service	\$ 480
After 16 years of service	\$ 510
After 17 years of service	\$ 550
After 18 years of service	\$ 600
After 19 years of service	\$ 630
After 20 years of service	\$ 670
After 21 years of service	\$ 700
After 22 years of service	\$ 750
and every year thereafter	\$ 750

B. Longevity pay will be paid to Officer Merkl in the amount of six percent (6%) pay increase over the base pay for so long as Officer Merkl is employed as a full time employee of the Edgerton Police Department. This longevity pay for Officer Merkl is in lieu of the longevity pay as set forth above in Paragraph A of this Section. This special paragraph to "Grandfather" Officer Merkl was negotiated by the City and the Union to protect the longevity provisions relating to Officer Merkl in the 1982 contract negotiations.

ARTICLE-7
HOLIDAYS

Replace old Paragraphs 1, 2, 3, & 4 and Listing of days with the following:

All regular full-time employees and working on these named holidays, and covered by this Agreement, shall be entitled to compensatory time off or pay (straight hourly rate) for the following named holidays in addition to all monies the employee may earn on such holiday:

New Year's Day	Good Friday
Easter	Memorial Day
July 4th	Labor Day
Thanksgiving Day	Christmas Day
Employee's Birthday	3 Personal Days

In order to qualify for holiday pay, it is provided that the regular full-time employees must work the regular work day preceding or following the holiday, if said employee is requested to do so, or unless he is unable to work on account of proven illness or unless absence is mutually agreed to.

Regular full-time employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury or within the first six (6) months of absence due to occupational injury.

All hours worked by regular full-time employees on holidays shall be paid at the rate of one and one-half (1 1/2) times the hourly rate in addition to the holiday pay.

ARTICLE 17
HEALTH & WELFARE

Replace old Paragraphs 1 with the following and delete Section L.

Effective March 1, 1989, the Employer shall provide a Dental Insurance Plan and Health Insurance Coverage for the Employee and the Employee's dependents. The health insurance coverage shall be made available through the State of Wisconsin Group Health Insurance Program. Any changes in health insurance coverage will not reduce the benefits and must be mutually agreed to by both parties. The Employer shall pay 100% of the lowest cost premium offered and up to 105% of the lowest premium toward any other plan offered through the State Health Insurance Program that may be chosen by the Employee. The health insurance plan shall be administered according to the rules as set forth by the Wisconsin Department of Employee Trust Funds.

From January 1, 1989 through February 28, 1989, the Employer shall provide health insurance coverage for the Employee and the Employee's dependents, through the HMO of Wisconsin Plan.

Section L If an HMO or Compcare Plan is offered, it will be made available as an alternative to the HMO option coverage. The dual choice will

~~be offered once annually subject to continuing availability of the plan.~~

~~The City shall bear the cost of the HMO or Compeer, but not to exceed the payment which would be required if the employee and his dependents were enrolled in the Hi-Option Plan.~~

ARTICLE 26
WORK STANDARDS

Status quo on language of Section D.

Section D. The City is to schedule full-time employees with a forty (40) hour work week before scheduling part-time employees. The City shall provide five full-time positions in the bargaining unit.

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ARTICLE 7. HOLIDAYS

All regular full-time employees covered by this Agreement shall be entitled to compensatory time off or pay (straight hourly rate) for the following named holidays in addition to all monies the employee may earn on such holiday. A holiday is defined as eight (8) hours:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Officer's Birthday
Good Friday	3 Personal Day

In order to qualify for holiday pay, it is provided that the regular employees must work the regular work day immediately preceding or following the holiday, if said employee is requested to do so, or unless he is unable to work on account of proven illness or unless absence is mutually agreed to.

Regular full-time employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or within the first six (6) months of absence due to occupational injury.

All hours worked by regular full-time employees on holidays shall be paid at the rate of one and one half (1/2) times the hourly rate in addition to the holiday pay.

ARTICLE 10. VACATIONS

All regular full-time employees covered by this Agreement shall be entitled to vacation as follows:

Upon completion of one (1) year - forty-eight (48) hours.

Upon completion of two (2) years - ninety-six (96) hours.

Regular full-time employees shall be granted eight (8) additional hours of vacation for each year of service commencing with the third (3rd) year up to a maximum of two hundred (200) hours.

For regular full-time employees hired prior to January 1, 1989, vacation entitlement will be froze at the 1988 level if that level already exceeds the two hundred (200) hour maximum and no further vacation hours shall accrue with continuous service. For those regular full-time employees hired prior to January 1, 1989 who have not already exceeded the two hundred hour maximum, vacation entitlement shall become available with continuous service in accordance with above, but not to exceed the maximum.

Section A. The first year of service means fifty-two (52) weeks of accumulated employment for each week of which the employee has received any wages or is absent on account of injuries received while performing City police service. The vacation starting period will be the employee's anniversary date.

Section B. An employee's accumulation of time worked will be terminated if the employee is discharged or if he quits, or if he is laid off one year without being re-employed.

Section C. Vacation pay will be based on an eight (8) hour work day.

Section D. Regular full-time employees who terminate employment due to retirement shall be entitled to time off or pay for any unused vacation, in addition to any pro-rata vacation time earned since their last anniversary date. Pro-rata vacation time is computed at the rate of 1/12th the employee's last vacation entitlement times the number of months worked since their last anniversary date. Employees who terminate employment for any reason other than retirement shall be entitled to only that unused portion of their current year's entitlement and shall not be paid pro-rata vacation time. For the purposes of this paragraph, "retirement" is defined as being immediately eligible to receive benefits under the Wisconsin Retirement Plan.

Section E. If a holiday occurs during the vacation period of any employee, such employee shall receive his holiday pay in addition to his regular vacation pay.

Section F. The following vacation procedure will be followed in the selection of vacations:

- (1) The Employer will post a vacation schedule by January 1, and will remain posted until April 1. Vacations may be taken any time from January 1, thru December 1.
- (2) The regular full-time employees will select their vacations on the basis of their seniority. Employees shall make their choice by signing for the desired period on or before April 1, at which time the schedule will be finalized.
- (3) Regular full-time employees who are entitled to more than one week of vacation shall be permitted to take all such vacation at once, or to split the vacation in weekly intervals or daily.
- (4) Any regular full-time employee who does not select his vacation by the deadlines set forth above shall lose the right to pick by seniority and shall select a vacation on any weeks left vacant after all others have picked.
- (5) Vacations may be exchanged by mutual agreement of the employees and with the approval of Chief.
- (6) After the entire vacation schedule is arranged it shall be adhered to under all circumstances except as outlined above.
- (7) Any regular full-time employee not selecting a vacation by April 1st must request the desired vacation to the Police Chief by the 15th day of the month preceding the month in which he requests the vacation. The Police Chief has the sole discretion to approve or reject the request for vacation.
- (8) All time lost because of on-the-job injury or illness shall count as time worked for vacation purposes.
- (9) All vacation entitlements must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation, unless agreed to otherwise by the Chief.
- (10) In the event of death of an employee who is entitled to vacation pay under the provisions hereof, such vacation shall be paid to his lawful heirs in accordance with the law.

ARTICLE 12. SICK LEAVE

Section A. When Eligible. Sick leave as used herein shall be defined as "absence from duty of an employee because of illness, bodily injury, or exposure to a contagious disease."

Section B. Sick leave credits may be accrued as follows:

- (1) All regular full-time employees for whom vacation periods are provided shall be given sick leave with pay at the rate of eight (8) hours for each completed calendar month of compensated service. The term "each completed calendar month of compensated service" shall be construed to mean any calendar month in which the employee has completed 13 work days of compensated service. This definition applies to all employees engaged in the service of the City Police Department, except part-time and seasonal employees or employees who are on a per diem basis.
- (2) No regular full-time employee shall be credited with an accumulation of more than nine hundred sixty (960) hours of sick leave credits at any time, nor shall he be permitted to take more than 960 hours of sick leave in any one calendar year.
- (3) The employer shall keep a record of any unused illness hours in excess of the maximum accumulated hours. In the event of a catastrophic illness in which the employee uses up all of the accrued sick leave, the employee shall be entitled to draw the recorded additional hours. In no event will the employee be paid additional hours upon retirement or termination as this clause is to be used solely to protect the employee in the event of catastrophic illness.

Section C. Sick Leave Extension by Overtime and Vacations

Accumulated overtime may be used as a matter of right by an employee who is entitled to sick leave and has at that time accumulated insufficient sick leave to cover the period of illness or disability. In such cases an employee may also elect to use accumulated vacation credits.

Section D. Doctor Examination

The Employer may require any employee absent under this Article for three (3) or more consecutive days to submit to an examination by a medical doctor designated and paid for by the Employer.

Section E. Regular full-time employees hired prior to January 1, 1989, who retire from the service of the Employer shall be entitled to pay or time off for any unused sick leave hours, at the time of retirement. Retirement is defined as the date in which the employee shall be entitled to receive his pension from the Wisconsin Retirement Fund.

For employees hired after January 1, 1989, all accrued sick leave shall be lost upon termination.

Section F. Unless an emergency or excused by the Chief of Police, the employee must give the Employer a minimum of two (2) hours prior notice of illness prior to the commencement of his shift in order to be compensated with sick leave pay.

EXHIBIT A

WAGE SCHEDULE

Wage Schedule for 1989 - 1991 Police Contract

POSITION	SHIFT	1/1/89	1/1/90	1/1/91
PATROLMAN Starting	1st	9.88	10.28	10.69
	5th	10.08	10.48	10.90
	2nd	10.28	10.69	11.11
	4th	10.33	10.74	11.17
	3rd	10.38	10.79	11.23
PATROLMAN 1 year	1st	10.67	11.10	11.54
	5th	10.89	11.32	11.78
	2nd	11.10	11.54	12.00
	4th	11.14	11.58	12.05
	3rd	11.20	11.65	12.11
PATROLMAN 2 year	1st	11.15	11.59	12.06
	5th	11.38	11.83	12.31
	2nd	11.60	12.06	12.54
	4th	11.63	12.09	12.58
	3rd	11.69	12.16	12.64
PATROLMAN 3 year	1st	11.60	12.06	12.54
	5th	11.84	12.31	12.80
	2nd	12.08	12.57	13.07
	4th	12.13	12.61	13.12
	3rd	12.20	12.69	13.19
SERGEANT	1st	12.43	12.93	13.44
	5th	12.68	13.18	13.71
	2nd	12.93	13.44	13.98
	4th	12.98	13.50	14.04
	3rd	13.06	13.58	14.13
PART-TIME PATROLMAN	Starting	7.00	7.00	7.00
	1 to 3 years service	8.00	8.00	8.00
	over 3 years service	9.00	9.00	9.00
DISPATCHER CLERK	Starting	6.85	7.13	7.41
	over 1 years service	8.56	8.90	9.26

Handwritten initials/signature

FEB 09 1989

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

UNION'S FINAL OFFER ON
THE DISPUTED ITEMS FOR
AN AGREEMENT

Between

CITY OF EDGERTON POLICE DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 579

January 1, 1989 to December 31, 1989

The Union is conceding on health insurance coverage to a savings of \$.948 per hour per employee and requesting in exchange:

- 1. 8-1/2 hour work day verses an 8 hour work day.
42-1/2 hours work period verses a 40 hours work period in five consecutive work days for a total of 121.67 more hours per year per full-time officers.

This would reduce the necessity of additional supervisors to coordinate work duties between shifts. Officers could communicate during the overlap one-half (1/2) hours.

- 2. Longevity on consistent method of computation for all officers. One-half (1/2%) percent increase each year starting with the fifth (5th) year of service up to 16 years at six (6%) percent, rather than lump sum for some officers and percentage of hourly rate for another.
- 3. Holiday, vacation, and sick days earned at the same hours per day as the work day.
- 4. City to pay sickness and accident plan out of the savings on the reduced health plan coverage and premium.
- 5. City to pay retiree and spouse health insurance upon retirement with a twenty (20) years of service and eligibility for state retirement benefits. Paid out of health premium savings.
- 6. City to offer full-time officers forty-two and one-half (42-1/2) hours per work period before employing part-time officers.
- 7. Spread yearly employment increases over four (4) years rather than three (3) years. Part-time officers who start, get the "start" rate on Exhibit A and after one (1) year get the "1st year" rate with overtime to be paid on holidays worked, but no holiday pay or any other fringe benefits. Savings on 50 percent of the work force and longevity increase for three (3) officers could also be paid out of health insurance premium savings that the Union yielded to.

APPENDIX B

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FEB 09 1989

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

UNION'S FINAL OFFER ON
THE DISPUTED ITEMS FOR
AN AGREEMENT

Between

CITY OF EDGERTON POLICE DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 579

January 1, 1989 to December 31, 1989

1. Article 5.

Section A.
Union's position is an eight and one-half (8-1/2) hour work day and a forty-two and one-half (42-1/2) hour work period that consists of five (5) consecutive work days with two (2) or three (3) consecutive days off. The cycle both agree to is a 5-2 and 5-3 work cycle. The City agreed to the Union's proposal and even provided a draft prepared by the City on October 31, 1988, but then renegged on a tentative agreement.

The new dispatcher lunch provision was a City request that the Union conceded to.

Section B.
The Union's position is as requested by the City during negotiations to add the extra one-half (1/2) hour on the end of the existing shift schedule. The Union did as requested by the City, and then the City renegged on their request. The Union further agreed to have a constant fourth (4th) shift schedule as proposed by the City, rather than reverting back one (1) hour during non-day light savings time as the 1985 - 1988 contract provided for.

Section D.
The Union's position is eight and one-half (8-1/2) hours work day and a forty-two and one-half (42-1/2) hour work period with one and one-half (1-1/2) times overtime pay rate being paid after eight and one-half (8-1/2) hours per work day or forty-two and one-half (42-1/2) hours in a five (5) day work period as the City insisted on in order to agree to the Union's position of changing from eight (8) hours work day and forty (40) hours work period. Here again the City renegged on a October 18, 1988 tentative agreement, and a City draft presented to the Union by the City on October 31, 1988, which should have consummated a tentative agreement.

Section G.
Is not an open issue.

2. Article 6 - Longevity
Paragraph A. The Union's position is to have All officers on the same longevity schedule, with the same maximum, based on the same percentage (6%) which has been the method of pay for the most senior officer. The Union's position was to reach that maximum from the last yearly progressive wage (4th year) rate increase in Exhibit A without any gap on longevity as has been the past practice.
3. Article 7 - Holidays
The City had offered an additional half (1/2) day to Good Friday and the Union agreed to the City's position that this benefit would only be for full time employees. I do not understand why the City listed this as an open issue, unless it is over the hours per day (eight (8) hours verses eight and one-half (8-1/2) hours per day).
4. Article 17 - Health and Welfare
Paragraph 1. The Union conceded to the City's proposed "State" health plan in lieu of the High Opt. 1 - Blue Cross and Blue Shield schedule of benefits that the 1986 through 1988 Collective Bargaining Agreement provided for, as a guide for the City to select whatever carrier they may desire so long as it provided the High Opt. 1 benefits (no less), with the dual option on H.M.O. or Comp. Care. This concession is worth \$.948 to the City per hour per employee and the City did not want to pay the presently self-paid sickness and accident plan costs, an average of \$17.66 per month or \$.108 per hour for the Police Department employees.
Old Section L.
Provided for the employee's dual option, and the "State" plan provides that dual option that the Union conceded to. However, the Union's position, New Section L. of the Union's proposal is to provide for health insurance for a retiree who has at least twenty (20) years with the department and is eligible for the State retirement benefits. At this time there is one (1) employee who would qualify for that benefit. The next possible police officer that would qualify for that benefit is 32 years of age and therefore, would not be entitled to said proposed benefit for another twenty-three (23) years.
5. Article 26 - Work Standards
Section D.
The Union's position is in keeping with Article 5., Section A. - work period hours or forty-two and one-half (42-1/2) hours.
6. Exhibit A.
The City originally requested the Union to consider a longer walk-in period for new hires to reach the top hourly rate of pay. The Union agreed to do that.
Presently, a new hire officer gets an eight (8%) percent increase after one (1) year of employment, an additional 4.48% increase after the second year of employment, and an additional 4.01% increase after the third year of employment. This average out at 5.5% per year step.

The City originally proposed to take something off the first year increase, but refused to add on another step after three years in their later proposals. The Union average the existing three (3) year increases which average out at 5.5% per year with the biggest jump being after one year (8%). The Union prepared a proposal to provide 5.5% per year of employment increases through four (4) years and then start longevity improvements at the fifth (5th) year rather than the fourth (4th) year as in the 1986 through 1988 contract. The City wants a GAP from the third year to the fifth year without longevity, and reverted back to the first year having the largest increase as in the 1986 through 1988 contract. The City has served as a training school for police officers for other Law Enforcement agencies. The reason is that the Edgerton Police Department is under paid in comparison to comparable sized police departments in the surrounding area in wage and longevity. So after the first year of employment, with the biggest increase and the second year the next largest wage increase the officers move on after about two years. Take a look at the work force at this time. One-half (1/2) of the department has less than six (6) months of tenure with the department. Why? The Union's proposed wage schedule would actually save the City more money than the longevity would cost with the larger walk-in wage provision for new hires. The Union has agreed to a four (4%) percent which is less than the consumer price index cost of living adjustment published by the United States Department of Labor Statistics, for each year of the contract as the City has offered, but the Union position is that there be a fourth (4th) year plateau and a longevity at one-half (1/2) percent increase for the fifth (5th) year and another one-half (1/2%) percent of the hourly wage for each year up to 16 years of service that would yield a total of six (6%) percent longevity increase on top of the 4th year hourly wage, the same as the most senior officers longevity is computed on now, and has been. It is only fair to have all officers progress to the same longevity maximum. This will help the department keep officers, rather than spending money on training with duplicate coverage to oversee new hires.

Pay part-time officers who are necessary for coverage the same hourly rate as full-time officers who start, and up to the first (1st) year hourly rate for hours worked without any other fringe benefits.

Every Employer knows that it costs a lot of money to train new employees, especially in police work with the huge liability exposure.

The Union is conceding on health insurance coverage and cost to a savings of \$.948 per hour per employee and requesting in exchange:

1. 8-1/2 hour work day verses an 8 hour work day.
42-1/2 hours work period verses a 40 hours work period in five consecutive work days for a total of 121.67 more hours per year per full-time officers.

This would reduce the necessity of additional supervisors to coordinate work duties between shifts. Officers could communicate during the overlap one-half (1/2) hours.

2. Longevity on consistent method of computation for all officers. One-half (1/2%) percent increase each year starting with the fifth (5th) year of service up to 16 years at six (6%) percent, rather than lump sum for some officers and percentage of hourly rate for another.
3. Holiday, vacation, and sick days earned at the same hours per day as the work day.
4. City to pay sickness and accident plan out of the savings on the reduced health plan coverage and premium.
5. City to pay retiree and spouse health insurance upon retirement with a twenty (20) years of service and eligibility for state retirement benefits. Paid out of health premium savings.
6. City to offer full-time officers forty-two and one-half (42-1/2) hours per work period before employing part-time officers.
7. Spread yearly employment increases over four (4) years rather than three (3) years. Part-time officers who start, get the "start" rate on Exhibit A and after one (1) year get the "1st year" rate with overtime to be paid on holidays worked, but no holiday pay or any other fringe benefits. Savings on 50 percent of the work force and longevity increase for three (3) officers could also be paid out of health insurance premium savings that the Union yielded to.


Teamsters Local Union No. 579

Brendan F. Kaiser
Secretary-Treasurer

UNION'S FINAL OFFER ON
THE DISPUTED ITEMS FOR
AN AGREEMENT

Between

CITY OF EDGERTON POLICE DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 579

January 1, 1989 to December 31, 1989

1. ARTICLE 5 - WORK PERIODS - T.A.'d 10/18/88 - City refused to stip. to Section A. Effective January 1, 1989 the work day shall consist of eight and one-half (8 1/2) hours. The work week shall consist of forty two and one-half (42 1/2) hours computed on a seven (7) day period of five (5) working days and two (2) days off and an eight (8) day period of five (5) working days and three (3) days off. The dispatcher clerk shall work eight (8) hours per day on a Monday through Friday 5-2 work week. There shall be a one-half (1/2) hour lunch period with pay during each eight and one-half (8 1/2) hour shift, except for the dispatcher who shall not be paid for lunch if the dispatcher-clerk leaves the premises for lunch, if the dispatcher-clerk eats on the job, then the dispatcher-clerk will eat and work without any loss of pay.

2. ARTICLE 5 - Section B. The normal work shifts shall be as listed below: T.A.'d 10/18/88 per H. Stockwell requested modifications - City refused to stip. to

First Shift	7:00 A.M. to 3:30 P.M.
Second Shift	3:00 P.M. to 11:30 P.M.
Third Shift	11:00 P.M. to 7:30 A.M.
Fourth Shift	7:00 P.M. to 3:30 A.M.
Fifth Shift	11:00 A.M. to 7:30 P.M.

Personnel working between the hours of 3:00 P.M. and 11:30 P.M. shall receive four percent (4%) above their base salary. Personnel working 11:00 P.M. to 7:30 A.M. shall receive five percent (5%) above their base salary. An employee shall be paid the rate of pay applicable to the shift on which he performed the work. The base rate shall be the applicable first (1st) shift hourly rate.

3. ARTICLE 5 - Section D. Overtime.

All employees who work in excess of their normal, regular scheduled work day of (8 1/2 hours), or work period of (42 1/2 hours) as defined in Section A of this Article, or the Employee's day off, shall receive one and one-half (1-1/2) times the straight hourly rate for all hours worked over eight and one-half (8 1/2) hours per day or forty-two and one-half (42 1/2) hours per work period, or the Employee's day off, whichever is greater, or at the employee's option be allowed to take compensatory time off at the ratio of one (1) hour of overtime for one and one-half (1-1/2) hours of compensatory time. Officers will be paid overtime for mandatory schools, officer's meetings and court time, if such time is in excess of normal work day week. Officers attending mandatory schools will be paid a maximum of eight and one-half (8 1/2) hours per day for attending schools. No travel pay will be paid for travel to and from schools. Meals and lodging will be provided by the City pursuant to the guidelines of the Wisconsin Training and Standards Board. T.A.'d 10/18/88 - City refused to stip. to.

4. ARTICLE 6 - LONGEVITY

A. Effective January 1, 1989, the City will pay longevity computed on the effective hourly rate and the percentage schedule listed below in addition to the employees regular hourly rate to all regular full time employees:

- (a) After 5 yrs. of service .5% of present hourly wage
 - (b) After 6 yrs. of service 1.0% of present hourly wage
 - (c) After 7 yrs. of service 1.5% of present hourly wage
 - (d) After 8 yrs. of service 2.0% of present hourly wage
 - (e) After 9 yrs. of service 2.5% of present hourly wage
 - (f) After 10 yrs. of service 3.0% of present hourly wage
 - (g) After 11 yrs. of service 3.5% of present hourly wage
 - (h) After 12 yrs. of service 4.0% of present hourly wage
 - (i) After 13 yrs. of service 4.5% of present hourly wage
 - (j) After 14 yrs. of service 5.0% of present hourly wage
 - (k) After 15 yrs. of service 5.5% of present hourly wage
 - (l) After 16 yrs. of service 6.0% of present hourly wage
- and every year thereafter at 6.0% of present hourly wage

5. ARTICLE 17 - HEALTH AND WELFARE

Effective March 1, 1989, the employers shall provide comprehensive hospital and surgical insurance coverage with a Dental Plan for such employee covered by this Agreement who has been on the payroll for thirty (30) days or more and their dependents for benefits of the "Wisconsin Public Employers' Group Health Insurance Program". The Employee shall have the individual choice. However, if the City Employee and their spouse are both employed by the City, the City will only be obligated to one (1) family premium per month covering both Employees under the same plan. The Employer contribution toward the premium for any eligible employee will be a maximum of 105% of the least costly health care plan within the service area of the employer (service area to be no more than 15 mile radius of Edgerton, Wisconsin). The City shall pay the full cost of the sickness and accident plan the Employees are participating in at this time.

6. ARTICLE 17 Section L. The City shall bear the cost of the health plan in effect for an employee and/or their spouse who retires with twenty (20) years of service with the department, and qualifies for State Retirement Plan benefits, until their date of expiration.

7. ARTICLE 26 - WORK STANDARDS

Section D. The City is to schedule full time employees with a forty-two and one half (42-1/2) hour work period before scheduling part time employees. The City shall provide five full time patrol positions in the bargaining unit.
Revised to coincide with Art. 5, Section A and D - 10/18/88.

8. EXHIBIT A.

Wage Schedule for 1989 - 1991 Police Contract

<u>Position</u>	<u>Shift</u>	<u>1/1/89</u> Retro	<u>1/1/90</u>	<u>1/1/91</u>	
Reg. F.T. & P.T.					
Patrolman	1st	\$ 9.88	\$10.28	\$10.69	7:00 AM - 3:30 PM
(Starting)	2nd	10.28	10.69	11.12	3:00 PM - 11:30 PM 4%
	3rd	10.37	10.79	11.22	11:00 PM - 7:30 AM 5%
	4th	10.32	10.74	11.17	7:00 PM - 3:30 AM 4.5%
	5th	10.08	10.49	10.90	11:00 AM - 7:30 PM 2%
Reg F.T. & P.T.					
Patrolman	1st	10.42	10.84	11.27	7:00 AM - 3:00 PM
(1 year)	2nd through 5th shift - add the above shift premium percentages.				
Reg. F.T.					
Patrolman	1st	10.99	11.43	11.89	
(2 year)	2nd through 5th shift - add the above shift premium percentages.				
Reg. F.T.					
Patrolman	1st	11.60	12.06	12.55	
(3 years)	2nd through 5th shift - add the above shift premium percentages.				
Reg. F.T.					
Patrolman	1st	12.24	12.73	13.24	
(4 years)	2nd through 5th shift - add the above shift premium percentages.				
Sergeant					
	1st	12.43	12.93	13.44	
	2nd through 5th shift - add the above shift premium percentages.				

Education Degree Premium Officers with the following degrees shall receive additional pay as listed below:

Bachelor Degree in Police Science - \$30.00 per year.

Dispatcher Clerk

Probationary Employee (Less than 1 year service)	6.85	7.13	7.41
Over 1 Year Service	9.23	9.60	9.98

*Note: If, during the term of this contract, the City hires additional full time dispatcher-clerks, the parties will meet and discuss the wage rate for a lead dispatcher position.

We hereby certify

TEAMSTERS LOCAL UNION 579



Brendan F. Kaiser
Secretary-Treasurer